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plaintiffs had a right to claim interest or not as they chose, and the trial court, at defendant's request, could not make them claim interest to bring the amount in controversy within the jurisdictional limit of the Supreme Court of Appeals.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 475; 8 Va.-W. Va. Enc. Dig. 883.]

2. Public Service Commissions (§ 27*)—Review of Action—Judgment for Excess Freight Charges—Constitution.—In an action against a railroad to recover excess freight charges on creosote in steel drums, judgment for plaintiffs, not questioning any action of the State Corporation Commission, but merely determining which of two rates prescribed by the commission, the commodity rate or the class rate, was applicable to the shipment, was not in contravention of Const. 1902, § 156, declaring that no court except the Supreme Court of Appeals shall have jurisdiction to review, reverse, correct, or annul any action of the Corporation Commission within the scope of its authority.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 475.]

3. Courts (§ 120*)—Supreme Court of Appeals—Jurisdictional Amount.—The Supreme Court of Appeals has no appellate jurisdiction when the amount in controversy is less than \$300.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 475.]

Error to Hustings Court of Richmond.

Action by Williams & Louthan, Receivers, etc., against the Chesapeake & Ohio Railway Company. To review judgment for plaintiff, defendant brings error. Writ dismissed.

D. H. & Walter Leake and *Henry Taylor, Jr.*, all of Richmond, for plaintiff in error.

Gunn & Mathews, of Richmond, for defendant in error.

CAMP & MEEHL *v.* CHRISTO MFG. Co., Inc.

March 21, 1918.

[95 S. E. 424.]

1. Sales (§ 355 (2)*)—Action for Price—Issues, Proof and Variance.—An action to recover on promissory notes for goods sold is virtually one on the contract of sale, and the defense that plaintiff had collected, but not credited, insurance on such property could be proved under the general issue; no special plea therefor being required.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 77.]

2. Insurance (§ 580 (1)*)—Insurable Interest—Collateral Security.—Where the seller of property effects insurance under contract to sell,

*For other cases, see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

such insurance is collateral security for debt, and seller must give credit to buyer for any amount collected thereon, and when exceeding debt pay residue to buyer, whether the insurance be of property, or only seller's insurable interest.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 795.]

3. Sales (§§ 87 (1)*, 357 (1)*)—Contract to Insure—Presumption.—Where contract between seller and buyer contains a covenant respecting insurance, insurance taken out while such contract is in force will be presumed to have been effected in pursuance of the contract, except upon evidence to the contrary.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 80.]

4. Appeal and Error (§ 843 (1)*)—Questions Not Reviewed—Reversal on Other Grounds.—Where a case is reversed on certain grounds, it is unnecessary to consider or pass upon other assignments of error upon questions not likely to arise on a new trial.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 538.]

Error to Corporation Court of Hopewell.

Action by the Christo Manufacturing Company, Incorporated, against Camp & Meehl. Judgment for plaintiffs, and defendant brings error. Reversed and remanded.

Robert G. Hudley, of Hopewell, and *C. H. Morrisette*, of Lexington, for plaintiff in error.

N. C. Manson, Jr., of Lynchburg, for defendants in error.

MOPSIKOV v. COOK.

March 21, 1918.

[95 S. E. 426.]

1. Evidence (§ 314 (1)*)—Hearsay—Admissibility—Connecting with the Defendant.—In a slander action for alleged statement that plaintiff was a negro, plaintiff's recital that his nine year old daughter said to him, "They say I am a nigger," and he said they would be made to prove it, was inadmissible, being purely hearsay not connected with the defendant and highly prejudicial.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 49; 9 Va.-W. Va. Enc. Dig. 279.]

2. Libel and Slander (§ 103*)—Evidence—Admissibility—Statements of Defendant's Minor Daughter.—Admission in a slander action of testimony of plaintiff's minor daughter that defendant's little girl called her a "nigger doll" was reversible error; such statement not being made or caused to be made by defendant.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 279.]

3. Parent and Child (§ 13 (1)*)—Torts of Child—Parent's Liability.—The relationship of father and child does not make the defend-

*For other cases, see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.